

**AGENDA**  
**ONTARIO CITY COUNCIL - CITY OF ONTARIO, OREGON**  
Monday, July 1, 2013, 7:00 p.m., M.T.

- 1) **Call to order**  
Roll Call: Norm Crume \_\_\_\_\_ Jackson Fox \_\_\_\_\_ Charlotte Fugate \_\_\_\_\_ Dan Jones \_\_\_\_\_  
Larry Tuttle \_\_\_\_\_ Ron Verini \_\_\_\_\_

2) **Pledge of Allegiance**

This Agenda was posted on Wednesday, July 26, 2013, and a study session was held on Thursday, Jul 27, 2013. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

3) **Motion to adopt the entire agenda**

4) **Consent Agenda: Motion Action Approving Consent Agenda Items**

- A) Minutes of Regular Meeting of June 17, 2013 ..... 1-8  
B) Approval of the Bills

5) **Department Head Updates: Thursday**

- 6) **Public Comments:** Citizens may address the Council on items not on the Agenda. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. This time limit will be enforced. Please state your name and city of residence for the record.

7) **Old Business:**

- A) 9-1-1

8) **New Business:**

- A) Renewal of Treasure Valley Paramedics Dispatch Services Agreement ..... 9-17

9) **Public Hearing:**

- A) Annexing Horning Way and Crest Way ..... 18-20

10) **Discussion Items:**

- A) TOT  
B) City Check Signing Authority  
C) Volunteer Firefighter Update  
D) Mayor Vacancy Discussion

11) **Correspondence, Comments and Ex-Officio Reports**

12) **Adjourn**

*MISSION STATEMENT: TO PROVIDE A SAFE, HEALTHFUL AND SOUND ECONOMIC ENVIRONMENT, PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE*

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**ONTARIO CITY COUNCIL MEETING MINUTES**

**June 17, 2013**

The regular meeting of the Ontario City Council was called to order by Council President Dan Jones at 7:00 p.m. on Monday, June 17, 2013, in the Council Chambers of City Hall. Council members present were Norm Crume, Jackson Fox, Charlotte Fugate, Dan Jones, and Larry Tuttle. Ron Verini participated by telephone.

Members of staff present were Jay Henry, Tori Barnett, Larry Sullivan, Al Higinbotham, Mike Long, Debbie Jeffries, Bob Walker, and Jordan Barnett. The meeting was recorded, and copies are available at City Hall.

Al Higinbotham led everyone in the Pledge of Allegiance.

**AGENDA**

Norm Crume moved, seconded by Charlotte Fugate, to adopt the Agenda as presented. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

**CONSENT AGENDA**

Charlotte Fugate moved, seconded by Larry Tuttle, to approve Consent Agenda Item A: Minutes of the Regular Meeting of June 3, 2013; Item B: Resolution #2013-124: Accept/Expend Wal-Mart Grant (\$500) to Ontario Fire & Rescue; Item C: Resolution #2013-125: Accept/Expend ASD Grant (\$900) to Ontario Fire & Rescue; Item D: Meetings Calendar List – July-December, 2013; and Item E: Approval of the Bills. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

**PUBLIC COMMENT**

Robert Douglas, Ontario, stated he had lived in Ontario since 1974 when he moved here to attend college. He wanted to say thank you to the Council. He had attended several meetings, enough to know that they put in a lot of hours, and he also knew that many times all they heard were complaints. That could get tiring. From people who felt disenfranchised, who were not getting enough of the pie, or whatever it was, they were upset. But he just wanted to say thank you. They put in hours and hours on trying to get a budget, and all the other business that this city took, he said thank you. One comment on the budget – he said it a few weeks ago - that as in his home budget, there were some things that he had to pay. He had to make sure that his mortgage was paid, and his mortgage insurance was paid, but there were some things that he called fun money. That was last on the list. He thought there were some things, and he appreciated the Council because he felt they understood that as well, in the city, there were some things that had to be done – police and fire, the sewer, getting rid of waste – that had to be done. But there was some other fun stuff, and when there was only so much pie, he appreciated the fact that those necessary things were taken care of. There was just not enough money for the fun stuff. He was a tax payer, and he knew his wallet wasn't unlimited, and it seemed like from the federal level on down, they kept thinking it was, but it wasn't. The main thing was that he wanted to say thank you.

Fred King, Ontario, stated from what the newspaper said, the Council was going to be talking about the bus transit and pool tonight. On the Snake River Transit, Larry Heidbrink, the Budget Committee Chairman, didn't see a need for the bus system to be subsidized by Ontario. The bus stopped at both sides of Idaho Street and served K-Mart, Wal-Mart, Home Depot, and other smaller businesses in that area. The bus also stopped at Red Apple, the parks, swimming pool, grocery outlet, the bread store, and downtown. The bus system brought money to Ontario. Mr. Heidbrink was so appalled about the bus system allowing children to ride free to the swimming pool during the summer, he didn't know if the children should subsidize the bus system. On the Aquatic Center, he thought the Aquatic Center could be saved fairly easily, and it had to do with those TOT taxes. He knew there were three of the Councilors that wanted to pay it back to the city, but if they took that money, that \$250K a year to pay it back, if

they took that and gave it to the Aquatic Center, closed the pool down for two weeks, and fixed the boiler and whatever else needed to be fixed, keep the pool open after that until the next summer or the next time around this time of year, take another \$250K, close the pool for a couple weeks, put a new roof on it, or whatever needed to be done, but do it that way, but leave the pool open for the majority of the year, instead of closing it for eight months a year. As the Council talked about putting \$150K into savings a year for so many years, that money, they'd spend it somewhere in the future. They'd see something happen, and see that that they had the pool money, and they'd use that. That pool would never again be opened year round. He believed they all knew that.

[Copied from hand-out]

Ruth Rolland, Ontario. *"Outside City Hall, people are carrying signs, taking part in an informational picket for the Ontario Public Works employees. The city still has shown no interest in resolving the great disservice they inflicted on these employees during their last contract negotiations. There still is no mutually agreed labor contract, and there has never been any explanation from the City as to why the city chose to maliciously attack these workers' labor contract when they sat down at the negotiating table to reach a new MUTUAL AGREEMENT. One might mistakenly jump to the conclusion that it was about the City's uncertainty about City's budget, which appeared to be in such chaos. But that explanation, nor any other explanation was ever stated. No explanation was offered at all to the Public works employees. It seems to boil down to a sheer lack of respect for these city employees. This lack of regard for the workers who maintain your water supply, sewer service and streets network is beyond my understanding. The City of Ontario is made up of working people and working families, and I believe this City Council's actions on a great many issues, including their treatment of the Public Works employees, convey a message which all the community can recognize – that the very citizens you are supposed to represent do not seem to be your first consideration. The people of Ontario – we are a city of working people with a proud working family history. We value honor and fairness, and respect for all – we give those things to one another, and we expect the same in return. The pride we have is rooted in what has been accomplished so far by all of us together, and started by those before us – through the decades of local history in this region. This City needs to build up and deepen its own real community identity – and respond to the citizens – the people living here – to grow and prosper in keeping with who we really are and the things that matter to us. The funding that keeps this city going – it comes from all the people living here – and what they expect, for what they pay in, is that the city provide the residents with good city services and community improvements. They want to know that the City is a place to all of them – the people who live here and work here. City leaders should foster a human-oriented leadership – focus on serving the people of the city because they are where our real wealth exists. Develop your most valuable resources in the city – the residents, the existing business owners, for the families of the great many workers, retirees and shoppers who come in from the nearby surrounding communities and region. That's what will improve Ontario's future. Ontario's citizens and working people, including the Public Works employees, deserve fairness."*

Councilor Fox asked who, specifically, Ms. Rolland was speaking of when she stated Public Works Union Members were maliciously attacked. Who specifically maliciously attacked the employees?

Ms. Rolland stated it was purely her opinion, based on the approach taken during negotiations, such as taking away the additional pay for acquiring additional certifications that benefited their job with the city.

Councilor Fox verified her statement was based purely on hearsay.

Ms. Rolland stated it was based on conversations with Public Works employees and others in the community.

Councilor Fox asked if Ms. Rolland had been at the negotiations.

Ms. Rolland stated no, but had he?

Councilor Fox stated she had made very strong remarks, and he would get to the bottom of it, if she would tell him specifically who, or if was just hearsay?

Ms. Rolland stated it was her opinion. They had good health insurance that worked for all of them, and there were other plans under CIS besides the one that was forced on them.

Councilor Fox asked if it was fact or hearsay?

Ms. Rolland stated it was her opinion. It was her point of view, and there were others that shared it with her.

### **NEW BUSINESS**

#### **Resolution #2013-121: Policies for Ending Fund Balance FY 2012-2013 (GASB-54)**

Mike Long, Finance Director, stated the purpose of proposed Resolution #2013-121 was to establish fund balance policies to comply with GASB pronouncement 54. The City Council elects and reserves the authority to establish and modify commitments of ending fund balance pursuant to GASB 54 requirements. The City Council elected to commit the 2012-2013 ending fund balance for specific uses in 2013-2014.

Jackson Fox moved, seconded by Charlotte Fugate, the City Council adopt Resolution #2013-121: A RESOLUTION ESTABLISHING POLICIES RELATED TO ENDING FUND BALANCES FOR 2012-2013 PURSUANT TO GASB 54 REQUIREMENTS. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

#### **Resolution #2013-126: Reallocate Funds within the Sewer Fund (Wages)**

Mike Long, Finance Director, stated the purpose of proposed Resolution #2013-126 was to transfer \$44,000 from the operating contingency to wages & salaries to keep the Sewer Fund within compliance with ORS 294.463(3). The City adopted the 2011-2013 budget document based upon known or anticipated revenues and expenditures. Staff would transfer \$44,000 from the Sewer Fund operating contingency to wages & salaries.

Charlotte Fugate moved, seconded by Jackson Fox, that the City Council adopt Resolution #2013-126: A RESOLUTION TO REALLOCATE EXPENDITURES WITHIN THE SEWER FUND. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

#### **Resolution #2013-127: Reallocate Funds within the 9-1-1 Fund (Equipment Purchase)**

Mike Long, Finance Director, stated the purposed for proposed Resolution #2013-127 was to transfer \$17,228 from the part-time employees to equipment purchase to keep the 9-1-1 fund within compliance with ORS 294.463(3). The City adopted the 2011-2013 budget document based upon known or anticipated revenues and expenditures. Staff would transfer \$17,228 from the 9-1-1 Fund part-time employees to equipment purchase.

Jackson Fox moved, seconded by Norm Crume, that the City Council adopt Resolution #2013-127, A RESOLUTION TO REALLOCATE EXPENDITURES WITHIN THE 9-1-1 FUND. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

#### **Bid Award: Westside Reservoir Maintenance 2013 – Pioneer Waterproofing**

Bob Walker, Public Works Director, stated this project was originally approved in the 2009-2011 Budget. Due to other priorities, it was not completed and therefore was approved and carried forward to the 2012-2013 Budget. To determine the extent of repairs needed, divers inspected the inside of the reservoir in 2012 and several additional problems were discovered including cracks that needed to be repaired. Consequently, the costs exceeded the original budget so staff was recommending only the repair of the interior of the reservoir at this time. The balance of the repair work, which would be for repairs to the outside of the reservoir, would not be awarded until the additional funds were approved in the 2013-2014 Budget.

This project was approved in the 2011-2013 Budget for \$100,000. The Successful Bidder's Proposal (Pioneer Waterproofing) was \$187,198. The 2012 inspection of the interior of this Reservoir indicated cracks that had to be addressed in order to assure the continual operation of this facility. Therefore, staff proposed awarding the bid to Pioneer Waterproofing to complete the repairs to the inside of the Westside Reservoir in the amount of \$95,478 which was less than the budgeted amount of \$100,000 for 13WAT-01.

It was important to award this Contract now as the City's major water user, Heinz, would be starting their summer shut down on July 17<sup>th</sup>. Since the Westside Reservoir had to be taken out of service for interior repairs, it would be to the City's advantage to accomplish the repairs while Heinz was shut down.

Norm Crume moved, seconded by Charlotte Fugate, that the City Council authorize the City Manager to sign the agreement and to award the interior repairs to the Westside Reservoir to Pioneer Waterproofing. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

#### **PUBLIC HEARING(S)**

##### **Resolution #2013-122: City's Election to Receive State Revenue**

It being the date advertised for public hearing on the matter of Resolution #2013-122, the Council President declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Mike Long, Finance Director, stated the purpose of proposed Resolution #2013-122 was to declare the City's election to receive state revenues, pursuant to ORS 221.770. The City's Budget Committee held public hearings on May 21, 22, and 23, 2013. The 2013-2014 annual budget contained revenue sharing from the State of Oregon. The Council held a public hearing on June 17, 2013 giving the citizens an opportunity to comment on the use of State Revenue Sharing, pursuant to ORS 221.770. With this adoption, the City would be able to share in State Revenue that was shared with cities throughout Oregon.

The Council President opened the hearing for public testimony.

Opponents: None.

Proponents: None.

There being no Proponent and no Opponent testimony, the Council President declared the hearing closed.

Jackson Fox moved, seconded by Larry Tuttle, that the City Council adopt Resolution #2013-122, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES FOR THE FISCAL YEAR 2013-2014. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

##### **Resolution #2013-123: Adoption of Annual Budget – FY 2013-2014**

It being the date advertised for public hearing on the matter of Resolution #2013-123, the Council President declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

Mike Long, Finance Director, stated proposed Resolution #2013-123 was to adopt, appropriate, and impose the taxes upon taxable property, and to categorize the taxes imposed. The City's Budget Committee held public hearings on May 21, 22, and 23, 2013 and approved the 2013-2014 annual budget. The City Council was currently holding a public hearing on the proposed budget, giving the citizens an opportunity to comment on the annual budget for 2013-2014. The resolution would adopt and appropriate the annual budget in the amount of \$32,759,878.

Councilor Fox asked with this proposed motion, did that appropriate the money for the Public Works Committee recommendations.

Mr. Long stated it did.

Councilor Fugate stated she would like to see the Aquatic Center and the Airport separated out as their own funds, and taken out of the General Fund. It would enable the Council to see the full expenses for each fund. Left in the General Fund, they couldn't really get a clear picture.

Mr. Long stated the Auditors had made the recommendation that the Airport and the Aquatic Center be their own funds, to see the operational costs of each. It would be like the Golf Fund or the 9-1-1 Fund. It would make for much easier tracking. He was also going to make other changes, like the expenses associated with the buildings. There were policies that would take Council approval, and major items would take a Budget Committee meeting.

Councilor Verini verified that Mr. Long said it was the Auditor's suggestion that the Airport and Aquatic Center be separated from the General Fund.

Mr. Long stated yes. They would be individual funds like Golf and 9-1-1. He agreed with those suggestions and it would make for much easier tracking. But, it would take action from the Council, and a number of policies needed to be enacted.

The Council President opened the hearing for public testimony.

Proponents:

None.

Opponents:

Mialinda Truelove, Ontario, stated it was her understanding they were thinking of cancelling the transportation system, the city bus. From her point of view, that would be a hard thing. There were a lot of people in this town that were disabled and needed that transportation system. She thought it might be a good idea if they needed to raise more money, to maybe pay \$5 extra for the bus passes, and for the ones who didn't use bus passes, instead of \$1 a ride, maybe \$3. From what she heard, and it might not be true, some of the budgeting would be going to the swimming pool, and she thought they could find some type of fundraiser specifically for the aquatic center so they could raise money for that without having to take away from the public bussing system. She had four children, and was capable of walking, but sometimes, it was hard to walk from place to place, especially if it was hot. She knew there were many disabled people in Ontario that relied on the bus. She felt it was very important to have a working bus system.

Frank Felder, Ontario, stated he had been relying quite a bit on the bus system. For example, this morning he was not able to get special transportation of a van to go to his doctor in SE Ontario to Valley Family. The only thing he could do was use his last bus pass from Lifeways to sit on the curb of SE 5<sup>th</sup> Avenue to make his appointment. He relied on the bus to take him to his appointment. That was something some of them were dependent on. They had to go to Lifeways to get those passes. He also had the special transportation van, when he could get it, but it was so popular on certain days, the van wasn't available. He had to use those two cards to get rides, and it was a struggle. Had any of them stood on the street, on a daily basis? They had to sit on a curb, or in the gutter. Maybe sit out in the heat for 30 minutes, or in the winter when it was 13°. It was difficult, but to rely on the bus it was easier to get around. Taking anything from it was a real burden for some of them who were dependent on it. His injury wasn't his fault. He was hit by a drunk driver. He had four titanium screws in his feet because of a drunk driver. He was missing part of a bone in his leg because of that drunk driver. Many people were very much relying on the bus system. Therefore, the Council should be able to receive adequate reports from Malheur Transportation that the increase was threesome since two years ago. People were using it every day. When they pledged Allegiance, the last three words were for Liberty and Justice for All. They were relying on the liberty of the need of public assistance to get around. They had to live with it, and they did make due, and they used the system. It wasn't an idle piece of assistance. In reviewing the police statistics, traffic stops in May were 98, previous 99, year to date 593, last year 1,103. There were a lot of people on 5<sup>th</sup> Avenue who ran stop signs, who sped through a children's zone, or a crosswalk, or school zones, or passed in a no-passing area. It might be a chore for the police, but the funds that could be generated from citations of people neglecting and abusing driving privileges in a reckless and inconsiderate manner, those funds could be used more effectively for the city's purposes or the transportation system.

There being no Proponent and no further Opponent testimony, the Council President declared the hearing closed.

Councilor Crume stated since the Council had gone through the budget hearings, there was some confusion on some of the listings and some recommendations by the Public Works Department, the TOT, funding for the bus or the pool. It had been explained that none of those projects would be done until the Council acted on them. In the budget, it stated a certain amount of money to do things, and that they, as a Council, would be voting to redirect it a little bit. He wanted an amendment to the motion that the projects would be spent only with the direct supervision of the Council. For instance, the budget stated the TOT money would be paid back in the amount of \$237K a year to the streets, but was told by the Finance Director and the City Manager that wouldn't happen unless the Council voted to do that. That question had been posed several times about that action, and instead of leaving that ambiguous in the budget, he wanted it in the motion that none of those projects, including some not even discussed yet, would have money spent unless the Council gave approval.

Councilor Tuttle asked if Councilor Crume was speaking of specific things. He wouldn't be in favor of that unless there was a list of the projects. It was a huge budget with a lot of items.

Councilor Crume stated when the budget had been adopted in years past, the Budget Committee had gone through the projects individually, but this time it was all lumped together. For example, the TOT stated a specific thing in the budget, and he wasn't comfortable with that. He wanted it in the motion that those particular projects, but not limited to those, but there was the TOT, the bus, Cloverleaf, the Aquatic Center, West Idaho Avenue, Park Boulevard, all those things they had discussed changing, but weren't word for word in the budget. He wanted that tightened up to where a department head couldn't spend the money without the Council approval.

Councilor Jones asked Mr. Long to restate what the Council should be acting on for this fiscal year.

Mr. Long stated the budget was a fiscal plan that was approved by the Budget Committee for the overall picture and the appropriated funds by categories. It was the fiscal plan which they had to have to operate the next year. Specific things like Capital Improvements, the TOT items, the bus, those still had to go through the Council during the year. They couldn't be expended because there were certain criteria that had to be met. They needed Council approval for those steps, like a bid, and a contract, etc. There were also limits on how much could be spent by staff. Over a certain amount had to go before Council. On the TOT, there were issues that still needed to be resolved – pay it back or forgive it. That hadn't been decided. Once the Council decided, the policy was that staff would bring it to the Council. For example, for the bus there was \$15K allocated, but that would still take a request from the bus, and approval from the Council. The budget was appropriated funds, but the authority still had to come from the Council throughout the year. Just because three cars were authorized, didn't mean they could just go buy three cars. It would still need approval from the Council because funding issues could change. It was very important that the Council know what was being spent, and what was going on. Even the City Manager had a spending limit. Even debt that had to be paid came before Council in the bills. The action before them set the budget, but throughout the year, unanticipated things could occur, and the Council could change up to 10%. More than that would require a meeting of the Budget Committee and a supplemental budget resolution. The Council would be getting a money report showing expenditures. The budget was just a process of estimations, based upon what they guessed, and the Council would be made aware of everything. The Council had the final word.

Councilor Crume stated he hoped what Mr. Long said was correct. He was worried about past practice. His concern was that it was "XYZ" on paper, and they were told the Council had the authority to change it. Could Mr. Sullivan shed any light on this for him?

Mr. Sullivan stated, for example, that based on previous Council action regarding the \$237K TOT, some Councilors wanted to repay the street funds, but that vote failed. There had been \$237K put into the Street Fund in Materials and Services, but that didn't mean that because it was in there that the Council authorized the spending of that money for that purpose. That would still have to come back before Council to expend any of that \$237K for the purpose of street maintenance. The only potential danger was that if projects were brought to the Council by Public Works that had a certain amount budgeted from streets, it could be that by the end of the fiscal year, that whole amount could have been spent without the Council having specifically authorized it from the \$237K from the TOT money. The Council would have to ensure that when projects were brought before them if any of the proposed spending was coming from the \$237K TOT repayment, as opposed to some other source of funds.

Councilor Fox stated he read that the \$237K wasn't a repayment of the \$2.4M outstanding debt, that was just the redirection of the misdirected funds from previous years.

Mr. Long stated the \$2.4M was a liability in the General Fund, and it was due to the Streets until action was taken by the Council. They budgeted a payback of \$237K a year from the General Fund as an expenditure and as a revenue source to the Streets. They still needed to consider - not pay it back, forgive the debt, or pay in full, which would cripple the General Fund. They could also opt to repay it over an extended period of time. That was budgeted there because if they didn't, it couldn't be spent. They were also estimating the cash carry forward, but that wasn't known until all the bills were paid, and that might not be until September. It could come in less than what was projected. Then, there would be resolution to reduce the Fund, and there would have to be changes on some projects, which some projects could include meeting with the Public Works Committee. It was imperative the City Manager keep in contact with the Council.

Councilor Crume stated his concerns were based on past practices not being done correctly, and he wanted this handled the way it was supposed to be.

Mr. Long stated if it wasn't done correctly, the Council should hold those individuals accountable as they would be in direct conflict with budget law.

Councilor Verini stated if they passed the budget, it basically had a caveat that stipulated that the placeholders for various things, like TOT or transit, were not to be allocated until a decision was made by the Council as to the disposition of all the funds.

Mr. Long stated that was correct.

Ron Verini moved, seconded by Jackson Fox, that the City Council adopt Resolution #2013-123, A RESOLUTION TO ADOPT AND APPROPRIATE THE ANNUAL BUDGET FOR 2013-2014, IMPOSE THE TAXES UPON TAXABLE PROPERTY, AND CATEGORIZE THE TAXES IMPOSED FOR THE FISCAL YEAR 2013-2014. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

Councilor Fugate stated on the issues that hadn't been settled, how did they bring them back up?

Mr. Long stated they would bring them back to the Council on the Agenda.

Councilor Jones stated he felt very confident with the budget, and thanked everyone for a job well done.

#### **CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS**

- Councilor Fox stated he wanted to see two things on an upcoming Agenda – One, city checks were signed by the Mayor, and he believed it should be the City Manager. Two, regarding former City Manager Henry Lawrence. According to staff, his termination/separation date had been altered so that he would receive a higher PERS rate. Should that be discussed in Executive Session? If any of that was true, that needed to be addressed.

Mr. Sullivan that didn't need to be an Executive Session, and recommended that Mr. Henry investigate and provide a report to the Council.

- Councilor Fugate stated she had delivered some items to Project Dove, using the alley, and the company that had been allowing the use of the alley now had it blocked off. Could an egress be made?

Riley Hill stated he spoke with the business about the blockage, and told them to stop. He didn't really have the authority to do that, but he had anyway.

Councilor Tuttle asked if the alley was vacated.

Mr. Hill stated it was.

Councilor Tuttle stated it would be a private property issue, then, not a Public Works issue. The right-of-way went only so far, and then the vacation began. Any agreement with Project Dove would be with Mr. Hill, not the city.

Mr. Sullivan stated half of the alley was vacated, and the other half was owned by Mr. Hill, who leased it to the city as part of the park. Mr. Hill never said the alley could be closed. As the owner, he never gave that business permission to close the alley, and they didn't have authority to close it because they didn't own it. It would be a joint action between the city and Mr. Hill to ensure the alley was kept open, if that was Mr. Hill's desire. The city was leasing the park, and were, therefore, the leaseholders on the property, and the Council would have some authority to authorize city staff to have the alley opened up, if Mr. Hill gave permission.

- Councilor Verini stated the Legislature was having a fair time, and the industrial lands issue was alive and well. The discussion on the floor was very strong. They were in good shape on the Eastern side of Oregon based on all the positive comments he had heard.
- Councilor Jones stated the hurdle of the budget had passed, and July would see the beginning of the new fiscal year. He asked that the City Manager add the city's 9-1-1 center on the first meeting in July.

**ADJOURN**

Jackson Fox moved, seconded by Norm Crume, that the meeting be adjourned. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-yes; Tuttle-yes; Verini-yes. Motion carried 6/0/0.

**APPROVED:**

**ATTEST:**

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Dan Jones, Council President

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Tori Barnett, MMC, City Recorder

## AGENDA REPORT

July 1, 2013

TO: Mayor and City Council

FROM: Chief Mark Alexander

THROUGH: Jay Henry, City Manager

**SUBJECT: TREASURE VALLEY PARAMEDICS DISPATCH SERVICES AGREEMENT**

DATE: June 18, 2013

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### **SUMMARY:**

Attached are the following documents:

- Proposed Dispatch Services Agreement 2013-2016
- Previous Dispatch Services Agreement 2010-2013

The Ontario Police Department would like to renew a Dispatch Services Agreement with Treasure Valley Paramedics.

### **PREVIOUS COUNCIL ACTION:**

Council last approved a three-year contract with Treasure Valley Paramedics in May of 2010.

### **BACKGROUND:**

The Ontario 9-1-1 PSAP Center provides dispatch services for Treasure Valley Paramedics. The Police Department has maintained a contract with Treasure Valley Paramedics since 2000. Our current contract expires July 1, 2013. The Police Department would like to renew the contract.

### **ALTERNATIVE:**

The Council could deny the request to renew the contract.

### **FINANCIAL IMPLICATIONS:**

Under the contract, Treasure Valley Paramedics will pay \$967 per month starting July 1, 2013. A 10% increase will be imposed each year. The proposed contract will be in effect until June 30, 2016.

### **RECOMMENDATION:**

Staff recommends approval of the proposed Agreement.

### **RECOMMENDED MOTION:**

Staff recommends that the Council authorize the City Manager to renew the Dispatch Services Agreement with Treasure Valley Paramedics.

DISPATCH SERVICES AGREEMENT NO. 4

BETWEEN: THE CITY OF ONTARIO, OREGON, an Oregon municipal corporation, hereinafter "City"

AND: TREASURE VALLEY PARAMEDICS, an Oregon nonprofit corporation, hereinafter "TVP"

DATED: This \_\_\_\_ day of \_\_\_\_\_, 2013.

PREMISES:

- A. TVP exclusively provides ambulance services within a geographic area ("Ontario ASA") described in a Personal Services Contract ("Contract") with Malheur County.
- B. City operates a 9-1-1 primary public safety answering point under ORS 403.105 through 403.165 ("the statutes"), the 9-1-1 service area of which includes the Ontario ASA.
- C. Under the statutes, City provides central dispatch of public and private safety services in its 9-1-1 service area and relay or transfer of 9-1-1 calls to appropriate public and/or private safety agencies ("statutory dispatch"), for which it is compensated in a manner provided by Oregon law.
- D. Anticipating that TVP will continue to exclusively provide ambulance services within the Ontario ASA, the parties have determined it would be expedient to provide for the statutory dispatch of ambulance services within the Ontario ASA through City and, in addition, to provide TVP with dispatch related services which are additional ("additional dispatch") to statutory dispatch, such to be provided and continued in accordance with the terms and provisions stated below.
- E. City is willing to provide TVP with additional dispatch in accordance with the terms and provisions stated below.

NOW, THEREFORE, in consideration of the preceding premises which are incorporated by this reference and the terms and conditions set forth below, the parties agree as follows:

- 1. For the purpose of this Agreement, the statutes and the Oregon Administrative Rules pertaining thereto are incorporated by this reference, particularly including the definitions stated in ORS 403.105 which are used herein.

2. For so long as TVP elects to have City provide statutory dispatch for TVP within the Ontario ASA, City will do so without condition to the extent that City's 9-1-1 service area includes the Ontario ASA. The preceding sentence does not impose upon City any obligation to provide statutory dispatch for telephone calls made by a subscriber that is not within City's 9-1-1 service area. The terms stated below, including mutual compensation, are not to be construed as compensation for statutory dispatch. Additionally, nothing herein limits either party from pursuing as the remedies for disputes regarding statutory dispatch, the mediation and arbitration provided in ORS 403.160.
  
3. In exchange for the consideration setforth in paragraph 4, City will:
  - a. To the extent not otherwise required by statutory dispatch services, provide emergency and non-emergency paging for TVP crews,
  - b. To the extent not otherwise required by statutory dispatch services, conduct emergency and non-emergency telephone business for TVP,
  - c. Provide TVP with run sheets as they become available,
  - d. Keep monthly call and run totals for TVP,
  - e. Provide annually, up to 20 hours of training in dispatch procedures and protocol to TVP staff, and
  - f. Provide TVP with an emergency frequency dedicated to TVP for communications.
  
4. In exchange for the consideration setforth in paragraph 3, TVP will:
  - a. Subject to the rights of termination setforth in paragraph 4.d., pay in advance to City on or before on or before the first day of the month, the following:
    - 1) \$967 per month during the period July 1, 2013, through June 30, 2014.
    - 2) \$1,064 per month during the period July 1, 2014, through June 30, 2015.
    - 3) \$1,170 per month during the period July 1, 2015, through June 30, 2016.
  - b. Provide emergency transports from the Ontario City Hall to Saint Alphonsus Medical Center Ontario. To the extent that such transport might be compensable by third parties, including those persons transported, TVP may bill such third parties; provided, however, that no such transport shall be an event payable by City and to the extent that any person so transported makes claim upon City therefore, TVP shall hold City harmless therefrom.
  - c. Provide annually, up to 20 hours of training for the department heads, employees and volunteers (if any) of the Ontario Police Department and the

Ontario Fire Department.

- d. The term of this Agreement begins at 8:00 am on July 1, 2013 and ends at 8:00 a.m. on July 1, 2015. Either party may terminate this Agreement effective the beginning of a fiscal year by giving written notice prior to the April 30 immediately preceding the beginning of a fiscal year described in paragraph 4.a., above. If TVP ceases to be the exclusive ambulance provider under a contract to that effect with Malheur County, TVP may elect at any time to terminate its obligations under this Agreement effective the date TVP ceases to be such a provider. If City ceases to provide statutory dispatch and such dispatch is provided through Malheur County, City shall reasonably endeavor to assure that the compensation TVP is required to pay to Malheur County through June 30, 2015 is not greater than that set forth in paragraph 4.a., above; for so long as the consideration paid by TVP is no more than that set forth in paragraph 4.a., those additional considerations to be provided by TVP to City described in paragraphs 4.b. and 4.c. shall be made by TVP through the end of the term of this Agreement.
5. Excepting the parties' relationships to each other as to statutory dispatch, each party is an independent contractor, and is not an agent, partner or joint associate of the other. No contract entered into by a party with a third party is an obligation of the other party, and neither party shall represent to any third party that it has the power or authority to contractually bind or obligate the other party to the third party. TVP will not discriminate in providing services hereunder on the basis of age, race, sex, color, religion, national origin or disability.
6. In providing statutory and additional dispatch to TVP under this Agreement, City is not in any manner assuming any responsibility for TVP's timely rendering of its ambulance services. TVP agrees to indemnify and hold the City harmless from any claims, damages, losses, injuries, suits or other liabilities arising out of and as approximate cause of TVP's negligence in providing ambulance services. Nothing herein limits any liability that City might have arising from its negligent rendering of statutory and additional dispatch.
7. Whenever notice is required within this Agreement, said notice shall be deemed provided when written and either personally delivered or placed, postage prepaid, in the mail of the United States Postal Service addressed to the other party as follows:

City Manager  
City of Ontario  
444 S.W. 4<sup>th</sup> Street  
Ontario, OR 97914

Treasure Valley Paramedics  
c/o Max S. Taggart, II  
399 S. Oregon Street  
Ontario, OR 97914

8. Excepting the exclusive remedies provided in the statutes for disputes pertaining to statutory dispatch, should either party fail to comply with the terms or conditions set forth in this Agreement, the other party may provide written notice of said breach and the intent to specifically enforce the Agreement. If the breach is not corrected within 14 calendar days following the date of written notice, this Agreement may, at the option of the party which is not in default, be specifically enforced, terminated and/or damages requested by suit, action or proceeding in an appropriate court.
9. Excepting the remedies provided in the statutes for disputes pertaining to statutory dispatch, in the event any suit, action or proceeding is brought to enforce the terms of this Agreement, or any portion hereof, the prevailing party in such suit, action or proceeding, or any appeal therefrom shall be entitled to reasonable attorney fees in an amount to be set by the court.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, in duplicate originals.

City of Ontario

Treasure Valley Paramedics

\_\_\_\_\_  
by: Jay Henry, City Manager

\_\_\_\_\_  
by: Steve Patterson, Board  
Chairman and President

Attest:

\_\_\_\_\_  
Tori Barnett, City Recorder

DISPATCH SERVICES AGREEMENT NO. 3

BETWEEN: THE CITY OF ONTARIO, OREGON, an Oregon municipal corporation, hereinafter "City"

AND: TREASURE VALLEY PARAMEDICS, an Oregon nonprofit corporation, hereinafter "TVP"

DATED: This 21 day of September, 2010.

PREMISES:

- A. TVP exclusively provides ambulance services within a geographic area ("Ontario ASA") described in a Personal Services Contract ("Contract") with Malheur County.
- B. City operates a 9-1-1 primary public safety answering point under ORS 403.105 through 403.165 ("the statutes"), the 9-1-1 service area of which includes the Ontario ASA.
- C. Under the statutes, City provides central dispatch of public and private safety services in its 9-1-1 service area and relay or transfer of 9-1-1 calls to appropriate public and/or private safety agencies ("statutory dispatch"), for which it is compensated in a manner provided by Oregon law.
- D. Anticipating that TVP will continue to exclusively provide ambulance services within the Ontario ASA, the parties have determined it would be expedient to provide for the statutory dispatch of ambulance services within the Ontario ASA through City and, in addition, to provide TVP with dispatch related services which are additional ("additional dispatch") to statutory dispatch, such to be provided and continued in accordance with the terms and provisions stated below.
- E. City is willing to provide TVP with additional dispatch in accordance with the terms and provisions stated below.

NOW, THEREFORE, in consideration of the preceding premises which are incorporated by this reference and the terms and conditions set forth below, the parties agree as follows:

- 1. For the purpose of this Agreement, the statutes and the Oregon Administrative Rules pertaining thereto are incorporated by this reference, particularly including the definitions stated in ORS 403.105 which are used herein.

DISPATCH SERVICES AGREEMENT NO. 3 -1-

2. For so long as TVP elects to have City provide statutory dispatch for TVP within the Ontario ASA, City will do so without condition to the extent that City's 9-1-1 service area includes the Ontario ASA. The preceding sentence does not impose upon City any obligation to provide statutory dispatch for telephone calls made by a subscriber that is not within City's 9-1-1 service area. The terms stated below, including mutual compensation, are not to be construed as compensation for statutory dispatch. Additionally, nothing herein limits either party from pursuing as the remedies for disputes regarding statutory dispatch, the mediation and arbitration provided in ORS 403.160.
3. In exchange for the consideration setforth in paragraph 4, City will:
  - a. To the extent not otherwise required by statutory dispatch services, provide emergency and non-emergency paging for TVP crews,
  - b. To the extent not otherwise required by statutory dispatch services, conduct emergency and non-emergency telephone business for TVP,
  - c. Provide TVP with run sheets as they become available,
  - d. Keep monthly call and run totals for TVP,
  - e. Provide annually, up to 20 hours of training in dispatch procedures and protocol to TVP staff, and
  - f. Provide TVP with an emergency frequency dedicated to TVP for communications.
4. In exchange for the consideration setforth in paragraph 3, TVP will:
  - a. Subject to the rights of termination setforth in paragraph 4.d., pay in advance to City on or before on or before the first day of the month, the following:
    - 1) \$828 per month during the period July 1, 2010, through June 30, 2011.
    - 2) \$853 per month during the period July 1, 2011, through June 30, 2012.
    - 3) \$879 per month during the period July 1, 2012, through June 30, 2013.
  - b. Provide emergency transports from the Ontario City Hall to Holy Rosary Medical Center. To the extent that such transport might be compensable by third parties, including those persons transported, TVP may bill such third parties; provided, however, that no such transport shall be an event payable by City and to the extent that any person so transported makes claim upon City therefore, TVP shall hold City harmless therefrom.
  - c. Provide annually, up to 20 hours of training for the department heads, employees and volunteers (if any) of the Ontario Police Department and the Ontario Fire Department.
  - d. The term of this Agreement begins at 8:00 am on July 1, 2010 and ends at

8:00 am on July 1, 2013. Either party may terminate this Agreement effective the beginning of a fiscal year by giving written notice prior to the April 30 immediately preceding the beginning of a fiscal year described in subparagraph 4.a., above, and, in addition, if TVP ceases to be the exclusive ambulance service provider under a contract to that effect with Malheur County, TVP may elect at any time to terminate its obligations under this Agreement effective the date TVP ceases to be such a provider.

5. Excepting the parties' relationships to each other as to statutory dispatch, each party is an independent contractor, and is not an agent, partner or joint associate of the other. No contract entered into by a party with a third party is an obligation of the other party, and neither party shall represent to any third party that it has the power or authority to contractually bind or obligate the other party to the third party. TVP will not discriminate in providing services hereunder on the basis of age, race, sex, color, religion, national origin or disability.
6. In providing statutory and additional dispatch to TVP under this Agreement, City is not in any manner assuming any responsibility for TVP's timely rendering of its ambulance services. TVP agrees to indemnify and hold the City harmless from any claims, damages, losses, injuries, suits or other liabilities arising out of and as approximate cause of TVP's negligence in providing ambulance services. Nothing herein limits any liability that City might have arising from its negligent rendering of statutory and additional dispatch.
7. Whenever notice is required within this Agreement, said notice shall be deemed provided when written and either personally delivered or placed, postage prepaid, in the mail of the United States Postal Service addressed to the other party as follows:

City Manager  
City of Ontario  
444 S.W. 4<sup>th</sup> Street  
Ontario, OR 97914

Treasure Valley Paramedics  
c/o Max S. Taggart, II  
399 S. Oregon  
Ontario, OR 97914

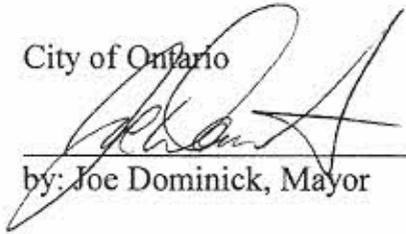
8. Excepting the exclusive remedies provided in the statutes for disputes pertaining to statutory dispatch, should either party fail to comply with the terms or conditions set forth in this Agreement, the other party may provide written notice of said breach

and the intent to specifically enforce the Agreement. If the breach is not corrected within 14 calendar days following the date of written notice, this Agreement may, at the option of the party which is not in default, be specifically enforced, terminated and/or damages requested by suit, action or proceeding in an appropriate court.

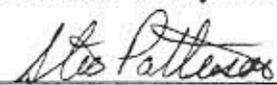
9. Excepting the remedies provided in the statutes for disputes pertaining to statutory dispatch, in the event any suit, action or proceeding is brought to enforce the terms of this Agreement, or any portion hereof, the prevailing party in such suit, action or proceeding, or any appeal therefrom shall be entitled to reasonable attorney fees in an amount to be set by the court.

This Agreement is entered into this 21 day of September, 2010, in duplicate originals.

City of Ontario

  
by: Joe Dominick, Mayor

Treasure Valley Paramedics

 09-14-10  
by: Steve Patterson, Board  
Chairman and President

Attest:

  
Tori ~~Antoni~~ Barnett, City Recorder

## PUBLIC HEARING AGENDA REPORT

July 1, 2013

TO: Mayor and City Council

FROM: Marcy Skinner, Planning & Zoning Technician  
Larry Sullivan, City Attorney

THROUGH: Jay Henry, City Manager

**SUBJECT: CREST WAY AND HORNING WAY ANNEXATION**

DATE: June 24, 2013

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### **SUMMARY:**

Attached is the following document:

- Map of Proposed Annexation Area

### **PREVIOUS COUNCIL ACTION:**

May 7, 2013 Council authorized staff to schedule a public hearing for the Crest Way and Horning Way annexation

### **BACKGROUND:**

As directed by the Council, staff has scheduled a public hearing on July 1, 2013, concerning the Crest Way and Horning Way annexation. ORS 222.120 requires a public hearing to allow "...the electors of the city [to] appear and be heard on the question of annexation." The Council may open the hearing up for comments from people who are not electors (registered voters) in the City, if the Council chooses to do so.

Under Oregon law, if sufficient consents are signed by property owners and electors within an area to be annexed, a City may proceed with an annexation without calling for an election among the electors in the annexation area. The consents must be signed prior to the public hearing. Staff anticipates that there will be a sufficient number of consents signed before the hearing to avoid calling for an election.

Based upon prior discussions with the City Council about the annexation requirements that would be imposed on Crest Way and Horning Way land owners, staff included the following agreements by the City into the consent forms given to land owners:

The City of Ontario has agreed that the City shall not require the owner to connect to City sewer and water services until requested to do so by the owner; that future City sewer and water connection charges will not include any charges for the cost of a previously constructed lift station known as the Regional Lift Station serving the area; and that the City shall not require the owner to pay for any street extensions or expansions as a condition of annexation.

If the Council moves forward with the annexation based upon these consents, the City will have to honor these agreements as part of the annexation process.

If, at the end of the public hearing, the Council wishes to proceed with the annexation, it can direct staff to proceed with the annexation as a formal land use action. Staff will draft an annexation and rezone ordinance for the annexation area and schedule public hearings through the City's land use process. The annexation and rezone will have to be approved by the Planning Commission before coming back to the Council. Staff will also have to obtain deeds from the County deeding Crest Way and Horning Way to the City as part of the annexation, because these streets are owned by the County. The County has informally agreed to deed these streets to the City as part of the annexation process.

If there are insufficient consents signed before the July 1, 2013, public hearing, staff will discuss various options with Council at that time.

**RECOMMENDATION:**

Staff recommends proceeding with the annexation of the Horning Way and Crest Way annexation area.

**PROPOSED MOTION:**

I move that the City Council proceed with the Horning Way and Crest Way annexation as a formal land use action.

